

EXHIBIT R

IN THE UNITED STATES DISTRICT COURT

THE DISTRICT OF DELAWARE

WAYNE VAN SCOY :
 :
 v. :
 :
 VAN SCOY DIAMOND :
 MINE OF DELAWARE, :
 INC., KURT VAN SCOY :
 AND DONNA VAN SCOY : NO. 05-108(KAJ)

October 6, 2005

Oral deposition of MARK

MAURER, taken pursuant to notice, was
held at the law offices of Michael
Petock, 46 The Commons at Valley
Forge, 1220 Valley Forge Road, Valley
Forge, Pennsylvania, commencing at
1:50 p.m., on the above date, before
Sherry L. Stills, Court Reporter and
Notary Public for the Commonwealth of
Pennsylvania.

ESQUIRE DEPOSITION SERVICES
1880 John F. Kennedy Boulevard
15th Floor
Philadelphia, Pennsylvania 19103
(215) 988-9191

EXHIBIT R

ESQUIRE DEPOSITION SERVICES

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1 APPEARANCES:

2
3 LAW OFFICES OF MICHAEL PETOCK
4 BY: MICHAEL F. PETOCK, ESQUIRE
5 MICHAEL C. PETOCK, ESQUIRE
6 46 The Commons at Valley Forge
7 1220 Valley Forge Road
8 Valley Forge, Pennsylvania 19482
9 MFP@IPLaw-Petock.com
10 (610) 933-9300
11 Representing the Plaintiff

12
13 FOX ROTHSCHILD
14 BY: CHARLES N. QUINN, ESQUIRE
15 2000 Market Street
16 10th Floor
17 Philadelphia, Pennsylvania 19103
18 (215) 299-2000
19 Representing Mark Maurer

20 ALSO PRESENT:

21 Wayne Van Scoy
22 Kurt Van Scoy
23
24

1 ---
2 DEPOSITION SUPPORT INDEX
3 ---

4
5 Direction to Witness Not to Answer
6 Page Line Page Line Page Line
7 None
8
9
10 Request for Production of Documents
11 Page Line Page Line Page Line
12 None
13
14
15 Stipulations
16 Page Line Page Line Page Line
17 5 6-10
18
19
20 Question Marked
21 Page Line Page Line Page Line
22 None
23
24

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1 ---
2 INDEX
3 ---
4 Testimony of: MARK MAURER
5 BY MR. MICHAEL C. PETOCK 7
6

7 EXHIBITS

8 NO. DESCRIPTION PAGE
9 P-42 Subpoena 10
10 P-43 Agreement 38
11
12
13
14
15
16
17
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19
20
21
22
23
24

1 ---
2 MARK MAURER, after having
3 been duly sworn, was examined and
4 testified as follows:
5 ---
6 MR. MICHAEL C. PETOCK: All
7 objections are reserved except for
8 form of the question.
9 MR. QUINN: That's agreeable
10 to us.
11 I'd like to say before we
12 start, so we avoid the kind of
13 argument that we had yesterday,
14 first of all, I'm here today
15 representing Mr. Maurer. We have
16 discussed the matter of my
17 representation of the defendants
18 in this matter. Mr. Maurer, and
19 you can ask him this, has waived,
20 to the extent there is any
21 conflict, and we don't believe
22 there is, but to the extent that
23 you may perceive there to be one,
24 Mr. Maurer waives it and you can

2 (Pages 2 to 5)

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1 ask him that.

2 Secondly, Mr. Maurer's
3 subpoena asked for him to supply
4 certain documents. We sent those
5 documents to you earlier today and
6 Bates numbered them just for
7 purposes of identification. So,
8 you have all of the documents that
9 Mr. Maurer had that are responsive
10 to the request that you made other
11 than a letter that I sent to him
12 that is in the nature of a
13 privileged communication.

14 MR. MICHAEL F. PETOCK: Are
15 you also representing the
16 defendants in this matter at this
17 deposition?

18 MR. QUINN: No.

19 MR. MICHAEL F. PETOCK: You
20 are not? Who is representing the
21 defendants?

22 MR. QUINN: I don't believe
23 they have one today.

24 MR. MICHAEL F. PETOCK: The

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1 defendants received notice of this
2 deposition; is that correct?

3 MR. QUINN: That's correct.

4 MR. MICHAEL F. PETOCK: And
5 they have chosen voluntarily not
6 to be represented at this
7 deposition?

8 MR. QUINN: That's correct.

9 MR. MICHAEL F. PETOCK: And
10 the deposition is, therefore,
11 usable for any purpose?

12 MR. QUINN: It's usable for
13 whatever purpose by any party.

14 MR. MICHAEL C. PETOCK:
15 Ready?

16 MR. MICHAEL F. PETOCK: Yes.

17 - - -

18 EXAMINATION

19 - - -

20 BY MR. MICHAEL C. PETOCK:

21 Q. Okay. Good afternoon,
22 Mr. Maurer.

23 A. How are you?

24 Q. Is it all right if I call

Page 8

1 you Mark today?

2 A. Sure. Sure. May I have
3 your card? You have it already. I
4 just wanted to --

5 Q. My business card?

6 A. Yes. No, you don't have
7 to go downstairs to get it. I thought
8 you had one laying there.

9 Q. Actually, I don't have
10 one.

11 A. May I call you Michael?

12 Q. Surely. My name is
13 Michael Petock. This is Michael F.
14 Petock. Are you familiar with the
15 litigation that we are involved in
16 here today at all?

17 A. No, not really.

18 Q. Just to give you a basic
19 overview, it's litigation involving
20 the use of a trademark and service
21 mark Van Scoy Diamond Mine in the
22 State of Delaware by the defendants
23 who are Van Scoy Diamond Mine of
24 Delaware, Incorporated and the owners

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1 of that corporation, Kurt and Donna
2 Van Scoy. And the plaintiff in that
3 litigation is Wayne Van Scoy.

4 You understand that you
5 have taken an oath to tell the truth
6 today; is that correct?

7 A. That's correct.

8 Q. Okay. Please state your
9 name and address for the record.

10 A. Mark Maurer, 830 Plaza
11 Boulevard, Lancaster, Pennsylvania.

12 Q. Is that your home address
13 or your business address?

14 A. My business address.

15 Q. What is your home
16 address?

17 A. 1169 Oakmont Drive,
18 Lancaster, Pennsylvania.

19 Q. Are you here today in
20 response to a subpoena?

21 A. Yes, I am.

22 MR. MICHAEL C. PETOCK: I
23 would like to have this marked as
24 Plaintiff's Exhibit 42, please.

3 (Pages 6 to 9)

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MARK MAURER

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1 P-42.
2 - - -
3 (Whereupon, the document was
4 marked as P-42 for
5 identification.)
6 - - -

7 BY MR. MICHAEL C. PETOCK:

8 Q. What's been marked as
9 Plaintiff's Exhibit 42 is the subpoena
10 that you just testified that you are
11 here in response to; is that correct?

12 A. That's correct.

13 Q. Okay. And the subpoena
14 commands you to bring all agreements
15 with Van Scoy Diamond Mines, Inc.
16 and/or Thomas Van Scoy, Sr., correct?

17 A. Yeah.

18 Q. Is it accurate what your
19 counsel represented that what you have
20 previously -- what your counsel
21 previously faxed to us this morning is
22 all the agreements that you have --

23 A. Yes.

24 Q. -- between Thomas Van

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1 Scoy, Sr. or Van Scoy Diamond Mine,
2 Incorporated?

3 A. Yes.

4 Q. There are no other
5 documents of that nature?

6 A. No.

7 Q. Is it also accurate that
8 you are represented by Charles Quinn?

9 A. Yes.

10 Q. And he has explained to
11 you any possible conflicts of interest
12 that may exist in his representation
13 of you?

14 A. Yes.

15 Q. Could you tell me what
16 conflicts that he has told you about?

17 A. Well, he just said -- you
18 know, he didn't really outline
19 conflicts of interest. He just said
20 there could be a conflict of interest,
21 and I said I don't have a problem with
22 that. I don't think that there really
23 are any. I'm really not a part of
24 this action whatever is going on.

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1 Q. He didn't disclose to you
2 what the conflict was which he was
3 referring to?

4 A. Well, he's representing,
5 I think, one of the parties.

6 Q. Are you aware of the fact
7 that the defendants in this action who
8 are represented by Mr. Quinn are
9 attempting to invalidate the trademark
10 and service mark Van Scoy Diamond
11 Mine?

12 A. I am not aware of that.

13 Q. And they are also trying
14 to invalidate or hold the trademark
15 and the service mark Van Scoy Diamond
16 Mine invalid?

17 A. No, I am not aware of
18 that.

19 Q. Are you presently
20 operating any jewelry store under the
21 name Van Scoy Diamond Mine?

22 A. I'm operating two jewelry
23 stores, both of which were operating
24 under Van Scoy Diamond Mine, and I

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1 maintain clients that have been sold
2 over the years under that name.

3 Q. Are you aware that if the
4 defendants are successful with their
5 defense and their counterclaims to
6 hold the trademark and service mark of
7 Van Scoy Diamond Mine invalid or
8 generic, any person would be within
9 their rights to open up a Van Scoy
10 Diamond Mine in your town?

11 MR. QUINN: Objection.

12 First of all, that
13 mischaracterizes the defendants'
14 position. The invalidation claim
15 is with respect to the federal
16 registrations of those Marks, and
17 it further mischaracterizes the
18 position in the hypothetical in
19 that it does not take account of
20 any common law rights that
21 Mr. Maurer might have developed
22 over the years through use of
23 those Marks.

24 So, I object to that

4 (Pages 10 to 13)

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MARK MAURER

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1 question on two bases. I think it
2 is misleading and deceptive.

3 MR. MICHAEL C. PETOCK: That
4 is strictly with respect to the
5 invalid defense. However, the
6 generic defense, that objection
7 would not hold, is that not true?

8 MR. QUINN: No, I don't
9 agree with that. I don't agree
10 with that characterization at all.

11 MR. MICHAEL F. PETOCK:
12 Answer the question.

13 BY MR. MICHAEL C. PETOCK:

14 Q. You can answer the
15 question. I will repeat it, if you
16 don't --

17 A. I don't really totally
18 understand the question.

19 Q. Okay. Are you aware of a
20 fact that if the defendants are
21 successful with one or more of their
22 defenses, it may open the possibility
23 that any person would be within their
24 rights to open up a Van Scoy Diamond

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1 A. We like people to believe
2 that. When they ask a little deeper,
3 they know it's a little township high
4 school outside of Reading.

5 Q. So, it's in Reading?

6 A. Yes.

7 Q. Did you work in high
8 school?

9 A. Yeah. Yes.

10 Q. What did you do?

11 A. Various jobs. I mean,
12 various jobs. My father died at 15.
13 I worked a lot. It would take a long
14 time to describe all of them.

15 Q. Okay. Your education
16 beyond high school, did you have any?

17 A. Yes. Millersville
18 University.

19 Q. Where is that located?

20 A. Lancaster, Pennsylvania.

21 Q. Okay.

22 A. Outside of Lancaster,
23 actually, in Millersville, but it's a
24 little suburb of Lancaster.

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1 Mine directly across the street from
2 your business?

3 A. I am not aware of that.

4 MR. QUINN: Same
5 objection.

6 BY MR. MICHAEL C. PETOCK:

7 Q. And could you repeat your
8 answer?

9 A. I am not aware of that.

10 Q. Okay. Mark, where were
11 you born?

12 And you -- did you waive
13 the conflict?

14 A. Yes, I did.

15 Q. Where were you born?

16 A. Reading, Pennsylvania.

17 Q. Where did you grow up?

18 A. Reading, Pennsylvania.

19 Q. Where did you go to high
20 school?

21 A. Exeter High School.

22 Q. I have heard of Exeter
23 before. That's up in New England; is
24 that correct?

Page 17

1 Q. Do you have any education
2 beyond Millersville?

3 A. No.

4 Q. Did you receive a degree
5 from Millersville?

6 A. No.

7 Q. How many years did you
8 attend Millersville?

9 A. Three and a half.

10 Q. Were you employed during
11 college?

12 A. Yes.

13 Q. What did you do during
14 college?

15 A. I worked at various
16 construction jobs. I worked for The
17 Boys and Girls Club in Lancaster. I
18 worked for the University doing jobs.

19 Q. What year did you
20 graduate or did you stop attending
21 Millersville?

22 A. In 1972.

23 Q. Why didn't you get your
24 degree from Millersville?

5 (Pages 14 to 17)

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MARK MAURER

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1 A. Excuse me. I -- I don't
2 understand what this is pertinent --
3 I'll answer the question but, I mean,
4 let's hurry up here. This isn't
5 right.

6 I got married. Okay.

7 Q. Okay.

8 A. I'm 55 years old.

9 Q. I'm just trying to get
10 background information.

11 What was the first job
12 you got after you graduated or after
13 you finished with Millersville?

14 A. Selling life insurance.

15 Q. Okay. And how long did
16 you do that?

17 A. Oh, about nine years.

18 Q. Okay. That takes you up
19 to about 1979, approximately?

20 A. No. '70 -- took me up to
21 1980.

22 Q. 1980?

23 A. Uh-huh.

24 Q. Did you hold any other

Page 19

1 jobs?

2 A. No.

3 Q. Okay.

4 A. I sold life insurance and
5 I have a securities license.

6 Q. Okay. In 1980, did you
7 get another job?

8 A. Actually, if you're
9 getting to the point when I opened my
10 first jewelry store, it was in 1981,
11 and I actually maintained my insurance
12 license and maintained receiving
13 insurance income while I started my
14 jewelry business.

15 Q. Okay. And where did you
16 start this first jewelry business?

17 A. Allentown, Pennsylvania.

18 Q. 1981?

19 A. Uh-huh.

20 Q. What was the name of that
21 jewelry store?

22 A. Van Scoy Diamond Mine.

23 Q. Prior to starting -- were

24 you the owner of this Van Scoy Diamond

Page 20

1 Mine?

2 A. Yes.

3 Q. Prior to becoming owner
4 of this Van Scoy Diamond Mine in
5 Allentown, did you have any experience
6 in the jewelry business?

7 A. Well, I was an industrial
8 arts major in college, and I did have
9 silversmithing and those type of
10 experiences in college, yes.

11 Q. You took a silversmithing
12 class in college?

13 A. Several. Silversmithing,
14 metal working. In college, I was an
15 industrial arts major.

16 Q. Okay. Had you ever been
17 in the business of retail jewelry?

18 A. No, I did not.

19 Q. Did you ever get involved
20 in any other jewelry stores besides
21 the Allentown, Pennsylvania --

22 A. Yes.

23 MR. QUINN: Objection.
24 Seeking clarification what the

Page 21

1 meaning of involved.

2 BY MR. MICHAEL C. PETOCK:

3 Q. Okay. How did you get
4 involved -- how did you become owner
5 of a Van Scoy Diamond Mine in
6 Allentown?

7 A. I -- I met Mr. Thomas Van
8 Scoy, Sr. and he went into business by
9 buying the territory of Allentown.
10 That's how I got involved.

11 Q. Where did you meet
12 Mr. Van Scoy, Sr.?

13 A. I met him in the store in
14 Lancaster, Pennsylvania where I was
15 living.

16 Q. Okay. And did you enter
17 into an agreement with Mr. Van Scoy
18 with respect to the ownership of the
19 Van Scoy Diamond Mine in Allentown,
20 Pennsylvania?

21 A. Yes.

22 Q. What were the terms of
23 that agreement?

24 A. Terms of the agreement

6 (Pages 18 to 21)

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MARK MAURER

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1 were that we had rights to the area
2 and use of the name and paid him money
3 to do that.

4 Q. How much did you pay him
5 for the rights to the use of the name
6 in that area?

7 A. \$50,000.

8 Q. That was an up-front fee?

9 A. Up-front fee.

10 Q. Was there also a
11 monthly --

12 A. Yes, there was.

13 Q. -- royalty fee?

14 A. Yes.

15 Q. How much was that?

16 A. \$1,000 a month.

17 Q. You testified that you
18 bought the rights to the area. Could
19 you be more specific as to what that
20 area was?

21 A. It was the area of the
22 Lehigh Valley.

23 Q. And how long did you
24 operate that store in the Lehigh

Page 23

1 Valley?

2 A. Still operate it today.

3 Q. Has it always been in the
4 same location?

5 A. It's moved three miles --

6 Q. What was the --

7 A. -- one time.

8 Q. Okay. What was the
9 initial original location of the store
10 in Allentown?

11 A. 1882 Catasauqua,
12 C-A-T-A-S-A-U-Q-U-A, Road, Allentown.

13 Q. And where did it move?

14 A. It moved to MacArthur
15 Road, M-A-C Capital A-R-T-H-U-R.

16 Q. What number on MacArthur?

17 A. I'm sorry. 1457

18 MacArthur Road, Whitehall is actually
19 the suburb. Whitehall, one word.

20 Q. And you testified that's
21 about three miles away from the
22 original location?

23 A. Yes, about.

24 Q. Now, has this store in

Page 24

1 Allentown always gone by the name Van
2 Scoy Diamond Mine?

3 A. The old location -- the
4 original location did up until 24
5 months ago, and it now goes as Avalon,
6 Maurer and Bash, and still operates a
7 phone line in communication to all the
8 Van Scoy customers I built up over 20
9 years.

10 Q. Did you advertise going
11 out of business with respect to the
12 store that was operated on the
13 original location, Catasauqua Road?

14 A. We advertised that we
15 were going to be closing that store in
16 that location.

17 Q. Did you, at any time,
18 have going out of business signs in
19 your window?

20 A. You know, obviously, we
21 didn't want to give the impression
22 that we were actually going out of
23 business. That location was going out
24 of business. I don't recall exactly.

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1 Always the move was to move the
2 location and to incorporate the other
3 name.

4 Q. Was there ever a time
5 where there was a billboard along one
6 of the roads from the Allentown or the
7 surrounding areas with a Van Scoy
8 Diamond Mine advertisement with a
9 going out of business banner against
10 it?

11 A. I don't really know. It
12 could have. I don't really know.

13 Closing the store. I know that
14 closing the store was a big part of
15 our promotion of closing that store
16 and moving to the new store.

17 Q. Why did you desire to
18 change the name from Van Scoy Diamond
19 Mine to Avalon, Maurer and Bash?

20 A. We had three stores in
21 that market at one time all operating
22 under Van Scoy Diamond Mine, and they
23 were -- two of them were operating in
24 malls. One in the South Mall on

7 (Pages 22 to 25)

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MARK MAURER

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1 Lehigh Street, and one in the
 2 Phillipsburg Mall in Phillipsburg, New
 3 Jersey. And when we got out of the
 4 mall business, we sold those stores.
 5 We sold them to other operators that
 6 operated other jewelry stores, and the
 7 perception was that the company was
 8 weak, and so my ad agency said, when
 9 we move, we can rebuild a new name
 10 faster than we can repair that name.
 11 Q. So, was your intent, when
 12 you moved to MacArthur Road, to
 13 abandon the name Van Scoy Diamond Mine
 14 in that area?
 15 A. It was not the intent to
 16 abandon it because I spent so much
 17 money in advertising and royalty fees
 18 to build it up. The intent was to
 19 operate under another name but
 20 maintain those customers through
 21 private communication to them.
 22 Q. Okay.
 23 A. And I may add to that
 24 that when Tommy Van Scoy, Sr. filed

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1 for bankruptcy only about 70 miles
 2 away or 80 or however far it is, that
 3 tremendously damaged the name in the
 4 area for me.
 5 Q. Okay. You no longer use
 6 the name Van Scoy Diamond Mine in any
 7 of your advertising?
 8 A. I do in private
 9 communication to the about 10,000
 10 customers I built up. Absolutely.
 11 MR. MICHAEL F. PETOCK:
 12 What's the manner of advertizing?
 13 THE WITNESS: Direct mail.
 14 BY MR. MICHAEL C. PETOCK:
 15 Q. You do not do the -- do
 16 you use the name Van Scoy Diamond Mine
 17 in advertising?
 18 A. To those customers, yes.
 19 Q. In what medium?
 20 A. In direct mail.
 21 Q. And how do you
 22 communicate with them through direct
 23 mail?
 24 A. I have also used it, by

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1 the way, in the radio in that I talk
 2 to those customers and tell them
 3 that -- where we are and where we're
 4 operating under that name at the new
 5 location.
 6 Q. How do you say that? Do
 7 you say that the business that was
 8 formerly Van Scoy Diamond Mine and it
 9 is now --
 10 A. No. I say that, you
 11 know, we're operating under this new
 12 name, but it's the same store, same
 13 people, come in, you know, get your
 14 jewelry repaired. We honor all the
 15 guarantees and all the so forth. You
 16 know, that you still have a home.
 17 Q. Okay. Now, you own two
 18 stores right now; is that correct?
 19 A. That is correct.
 20 Q. You only own two stores?
 21 A. That's correct.
 22 Q. Where is your other store
 23 located?
 24 A. In Lancaster,

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1 Pennsylvania at 830 Plaza Boulevard.
 2 Q. And what name does that
 3 store go under?
 4 A. Van Scoy, Maurer and Bash
 5 Diamond Jewelers.
 6 Q. How long have you
 7 operated a jewelry store in Lancaster,
 8 Pennsylvania?
 9 A. Since 1985.
 10 Q. And where did you open up
 11 a jewelry store in 1985?
 12 A. I actually took over an
 13 existing Van Scoy Diamond Mine store
 14 from an existing person.
 15 Q. What was the name of that
 16 person?
 17 A. Nancy Shindo,
 18 S-H-I-N-D-O.
 19 Q. Was she a licensee of
 20 Tommy Van Scoy, Sr. in 1985 when you
 21 took over her operation?
 22 A. Yes. She was a
 23 franchisee.
 24 Q. That was at 830 Plaza

8 (Pages 26 to 29)

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MARK MAURER

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1 Boulevard?
 2 A. No. That store was at
 3 958 Plaza Boulevard.
 4 Q. Okay. And when did you
 5 move to --
 6 A. 830 Plaza?
 7 Q. -- 830 Plaza Boulevard?
 8 A. May 21st, 2004.
 9 Q. Was 958 Plaza Boulevard
 10 always operated under the name Van
 11 Scoy Diamond Mine?
 12 A. That's correct.
 13 Q. And, on May 21st, 2004,
 14 you moved to 830 Plaza Boulevard and
 15 at the same time did you change your
 16 name to Van Scoy, Maurer and Bash
 17 Diamond Jewelers?
 18 A. That is correct.
 19 Q. Did you advertise going
 20 out of business with respect to the
 21 958 Plaza Boulevard store?
 22 A. No, I did not.
 23 Q. How close is the 958
 24 Plaza Boulevard to the 830 Plaza

Page 31

1 Boulevard?
 2 A. About a driver and a
 3 wedge away, however far that is.
 4 Q. So, it's within a few
 5 miles or --
 6 A. Oh, no.
 7 Q. Even closer?
 8 A. 600 yards.
 9 Q. I don't play golf.
 10 A. 600 yards.
 11 Q. Okay. That would be
 12 about two drivers.
 13 A. Well, if you hit it down
 14 the road, it's going to roll.
 15 Q. I want to go back to talk
 16 about the Allentown store that you
 17 operated in -- that was operated under
 18 Van Scoy Diamond Mine.
 19 A. Okay.
 20 Q. How do you pronounce that
 21 road?
 22 A. Catasauqua Road.
 23 Q. Catasauqua.
 24 A. Uh-huh.

Page 32

1 Q. Okay. Did you advertise
 2 in connection with that store?
 3 A. Yes.
 4 Q. How did you advertise?
 5 A. Radio, newspaper,
 6 billboards, direct mail.
 7 Q. What radio stations did
 8 you advertise with?
 9 A. WAEB AM, WAEB FM, WZZO
 10 FM, WKAP AM, WXKW FM, WLEV FM, WQQQ
 11 FM.
 12 Q. Okay. Are all of those
 13 local Allentown radio stations?
 14 A. They are.
 15 Q. Okay. Do you have any
 16 idea as to the geographic scope of
 17 their broadcasting range?
 18 A. Like most radio stations
 19 in Pennsylvania with the mountains, I
 20 don't know, 25 miles, 30 miles.
 21 Q. Generally, within the
 22 Allentown area?
 23 A. Within the Lehigh Valley,
 24 that's correct.

Page 33

1 Q. Okay. What newspapers
 2 did you advertise with?
 3 A. The Morning Call, The
 4 Bethlehem Globe, The Easton Times
 5 Express.
 6 Q. Is the circulation for
 7 all of those the Lehigh Valley?
 8 A. That is correct.
 9 Q. Was all your advertising
 10 with respect to the Allentown store in
 11 the Lehigh Valley?
 12 A. That is correct.
 13 Q. Presently with your
 14 store, would that be the same answer,
 15 all your advertising occurs in the
 16 Lehigh Valley?
 17 A. That is correct.
 18 Q. Okay. With respect to
 19 your store in Lancaster, do you
 20 advertise in connection with that
 21 store?
 22 A. Yes.
 23 Q. The former store, the one
 24 that was operated as a Van Scoy

9 (Pages 30 to 33)

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1 Diamond Mine --
2 A. Yes.
3 Q. -- did you advertise?
4 A. Yes.
5 Q. And did you do the same
6 types of advertising?
7 A. The same types of
8 advertising, yes.
9 Q. And how would you
10 describe the geographic scope of that
11 advertising?
12 A. Same thing. Local
13 advertising done on local radio
14 stations and local newspaper.
15 Q. And what was the coverage
16 with respect to which county it was?
17 A. Lancaster County.
18 Q. Was it pretty much
19 limited to the Lancaster County?
20 A. Well, it's only 15 miles
21 to the York County line and we get a
22 lot of customers that come over that
23 area. Actually, when I bought that
24 area from Tommy Van Scoy because Nancy

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1 Shindo went out of business, we got
2 Central Pennsylvania. So, we got
3 Harrisburg, York and Lancaster. There
4 was a store in Harrisburg at the time
5 and York at the time. We closed the
6 Harrisburg store and we operated the
7 York store for ten years.
8 Q. Okay.
9 A. But the purchase of that
10 marketing area was what's called the
11 Susquehanna Valley, just like it's the
12 Lehigh Valley up in the Allentown
13 area.
14 Q. Could you, please, name
15 all of the areas in which you have
16 ever owned a Van Scoy Diamond Mine?
17 A. Sure. Sure. Lancaster,
18 Pennsylvania; York Pennsylvania;
19 Harrisburg, Pennsylvania; Allentown,
20 Pennsylvania, two stores in that
21 market; Phillipsburg, New Jersey,
22 Norfolk, Virginia; and Hampton,
23 Virginia.
24 Q. And did you advertise

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1 with respect to all of those stores?
2 A. Yes, I did.
3 Q. Okay. With respect to
4 all of those stores, did you advertise
5 within a limited geographic scope? If
6 you were to put a mileage radius on
7 it, could you do that?
8 A. Well, advertise within
9 the scope of the local radio stations.
10 However, the -- the most powerful
11 local radio station that I use,
12 however far that reached, that's how
13 far we advertise.
14 Q. Where did you draw the
15 majority of your customer base with
16 respect to a geographic radius from
17 within these stores, since you seem to
18 be very experienced in the jewelry
19 business?
20 A. Within 30 to 50 miles of
21 the store.
22 Q. In the context of the
23 jewelry business, is the geographic
24 market from which you operate your

Page 37

1 Lancaster store a separate geographic
2 market from the Wilmington, Delaware
3 store?
4 A. Absolutely.
5 Q. And in the context of the
6 jewelry business, is the geographic
7 market in which you operate your
8 Allentown store a separate geographic
9 market than the Wilmington, Delaware
10 store?
11 A. Absolutely.
12 Q. In the context of the
13 jewelry business, is the geographic
14 market in which you operate your
15 Lancaster store a different geographic
16 market than the Wilkes-Barre area
17 market?
18 A. Absolutely.
19 Q. In the context of the
20 jewelry business, is the geographic
21 market in which you operate your
22 Allentown store a different geographic
23 market?
24 A. Yes.

10 (Pages 34 to 37)

ESQUIRE DEPOSITION SERVICES

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MARK MAURER

Page 38

1 Q. Do you have any intent of
2 resuming advertising of the name Van
3 Scoy Diamond Mine?

4 A. I might.

5 MR. MICHAEL C. PETOCK: I
6 would like to have this marked as
7 Exhibit 43, Plaintiff's Exhibit 43
8 please.

9 - - -
10 (Whereupon, the document was
11 marked as P-43 for
12 identification.)
13 - - -

14 BY MR. MICHAEL C. PETOCK:

15 Q. Before we get into that
16 agreement, you testified earlier, and
17 correct me if I am wrong, that your
18 business was damaged by the bankruptcy
19 of Thomas Van Scoy, Sr. in the
20 Allentown area; is that correct?

21 A. Yes.

22 Q. Okay. How did the public
23 know about the bankruptcy of Thomas
24 Van Scoy, Sr.?

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1 A. I have no idea.

2 Q. Do you have any
3 information that they did know about
4 it?

5 A. Just from people that
6 would come into the store and talk
7 about it, but I have no idea how they
8 found out. I know that the entire
9 supply chain in the industry knew very
10 much about it.

11 Q. When you say you were
12 damaged, were you damaged by the
13 perception of the public or are you
14 talking about the individual suppliers
15 that came to you?

16 A. Both.

17 Q. Did you have customers
18 actually mention the bankruptcy of
19 Thomas Van Scoy, Sr.?

20 A. Yes.

21 Q. How many customers would
22 you say?

23 A. I have no idea how to
24 gauge that.

Page 40

1 Q. And you have no idea how
2 they found out about his bankruptcy?
3 What kind of things would
4 they say to you?

5 MR. MICHAEL F. PETOCK:

6 You have to answer.

7 MR. QUINN: Objection.

8 There's two questions. Ask them
9 one at a time, please.

10 THE WITNESS: I have no idea
11 how they would -- sure.

12 BY MR. MICHAEL C. PETOCK:

13 Q. What types of things
14 would they say to you with respect
15 to --

16 A. Well, are you going out
17 of business? You know, they're going
18 out of business. Is my guarantee
19 going to be good?

20 Maybe they wouldn't buy
21 from us because they found out that
22 they were having difficulties and
23 filing for bankruptcy. So, we had to
24 do extra work to try to sell our

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1 product.

2 Q. What did you know about
3 the bankruptcy of Thomas Van Scoy,
4 Sr.?

5 A. I didn't know anything
6 about it other than he filed for
7 bankruptcy.

8 Q. So, your customers knew
9 more about it than you, is that what
10 you are testifying?

11 A. Well, I mean, you don't
12 need any more details. Some guy files
13 for bankruptcy, he files for
14 bankruptcy. I don't need to know any
15 other details about it. The --

16 Q. Go ahead.

17 A. The suppliers certainly
18 were telling me that they weren't
19 getting paid and, you know, they filed
20 for bankruptcy. They weren't happy
21 about it.

22 Q. Did you know that some
23 people using the name Van Scoy Diamond
24 Mine were enjoined from use of that

11 (Pages 38 to 41)

ESQUIRE DEPOSITION SERVICES

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MARK MAURER

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1 Mark?
 2 A. No, I did not.
 3 Q. Were you aware that the
 4 Wilkes-Barre store was forced to
 5 change its name at some point?
 6 A. No, I was not.
 7 Q. Are you familiar with
 8 what's been marked as Plaintiff's
 9 Exhibit 43?
 10 A. Yes.
 11 Q. What is that?
 12 A. It looks like the
 13 agreement that was made with Thomas
 14 Van Scoy, Sr. to purchase the
 15 permanent rights to our areas and stop
 16 paying the monthly fee and pay him a
 17 lump sum amount.
 18 Q. Is it that agreement?
 19 A. Yes.
 20 Q. This agreement granted
 21 you the exclusive right to use and to
 22 trade under the Mark in the defined
 23 territory; is that correct?
 24 A. Yes.

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1 Q. And you paid \$25,000 and
 2 \$25,000 worth of diamonds for that
 3 exclusive right; is that correct?
 4 A. That's correct.
 5 Q. After this agreement was
 6 executed, you no longer were required
 7 to pay the monthly royalty payments;
 8 is that correct?
 9 A. That's correct.
 10 Q. Did this agreement change
 11 your relationship with respect to
 12 Tommy Van Scoy, Sr. or Van Scoy
 13 Diamond Mine, Inc. in any way?
 14 A. No, because, at that
 15 point, we really didn't have much of a
 16 relationship. That's why we got to
 17 that point. He was collecting a fee
 18 for doing nothing.
 19 Q. Looking back on the
 20 amount you paid for the rights to use
 21 the Mark, do you think it was a good
 22 business decision?
 23 A. Well, there is no way to
 24 really judge that. I don't think I

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1 could really answer that question.
 2 Q. Why can't you answer that
 3 question?
 4 A. Well, you know, there's a
 5 whole bunch of what ifs. What could
 6 have been if it would have been, you
 7 know, all that it was promised to be
 8 versus what is it really turned out to
 9 be. But, you know, would I be in the
 10 jewelry business without it today?
 11 Probably not. So, I don't really --
 12 you know, I could answer that question
 13 both ways.
 14 Q. Are you resentful of
 15 Tommy Van Scoy, Sr.?
 16 A. Yes.
 17 Q. Do you hold a grudge
 18 against him?
 19 A. No.
 20 Q. Despite your contentions
 21 as to there not being any
 22 relationship, even before you executed
 23 this agreement, as a matter of what
 24 was put in writing, this agreement

Page 45

1 changed your relationship; is that
 2 correct?
 3 A. It changed relationship
 4 that I didn't have to pay the money --
 5 continue to pay the monthly money,
 6 that's correct.
 7 Q. Did it also change the
 8 relationship in the sense that --
 9 well, let me have you take a look at a
 10 specific section. Section seven on
 11 page five.
 12 A. Okay.
 13 Q. Is it true that this
 14 agreement changed your relationship
 15 with Tommy Van Scoy, Sr. such that he
 16 no longer was obligated to provide any
 17 type of advertising support or
 18 promotional assistance for you?
 19 A. Well, yeah, I guess that
 20 maybe it does, in that regard. It
 21 certainly says that there, but he
 22 hadn't done that for years beforehand.
 23 I mean, we were doing everything. He
 24 was just getting the money and going

12 (Pages 42 to 45)

MARK MAURER

Page 46

1 to the casinos.
 2 Q. By the way, when I refer
 3 to you, I'm referring to --
 4 A. Talking about my company.
 5 Q. -- International.
 6 A. I understand.
 7 Q. Do you know how you would
 8 characterize what this agreement
 9 granted you?
 10 A. Yes.
 11 Q. What?
 12 A. It grants me the
 13 exclusive right to operate a jewelry
 14 store and owning the name Van Scoy
 15 Diamond Mine in that area.
 16 Q. Okay.
 17 A. In my areas.
 18 Q. Okay. After this
 19 agreement was executed, would you say
 20 that you in all ways severed your
 21 relationship with Tommy Van Scoy, Sr.,
 22 any sort of business relationship that
 23 may or may not have been ongoing?
 24 A. No, I don't think that.

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1 I mean, this agreement also guaranteed
 2 that he was not going to or anybody
 3 was not going to come into my area and
 4 compete with me, based on the half
 5 million dollars plus that I had paid
 6 him. I mean, it was at a point in
 7 time where he accepted the money,
 8 understood he really didn't do
 9 anything, and was, I think, grateful
 10 to get the money, at that point.
 11 Q. Are you still bound by
 12 this agreement, in your opinion?
 13 A. Yes. I still think that
 14 I have the rights to my areas.
 15 Q. And, as a whole, you are
 16 still bound by the agreement, correct?
 17 A. I don't know -- what do
 18 you mean as a whole versus --
 19 Q. Well, you said that you
 20 still have the rights to your area,
 21 but there's a lot of provisions. So,
 22 I mean, if that part is good, is the
 23 rest of it good, too?
 24 A. I would reserve the right

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1 to sit here and read it and then
 2 answer that question, if I could. Do
 3 you want me to?
 4 MR. MICHAEL F. PETOCK:
 5 Why don't you read it. Go ahead
 6 and read it.
 7 MR. MICHAEL C. PETOCK:
 8 Sure.
 9 MR. MICHAEL F. PETOCK: You
 10 can go off the record.
 11 - - -
 12 (Whereupon, there was an
 13 off-the-record discussion.)
 14 - - -
 15 BY MR. MICHAEL C. PETOCK:
 16 Q. Back on the record.
 17 You have had time to
 18 review the entire agreement?
 19 A. Right.
 20 Q. Okay. And do you believe
 21 that you are bound by all the
 22 provisions of the agreement?
 23 A. Yes.
 24 Q. Okay. Could you look at

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1 section 3.6 again, please.
 2 A. Yes.
 3 Q. Could you read that
 4 section aloud, please.
 5 A. Sure.
 6 International shall
 7 continue to conduct its retail jewelry
 8 business using the same high standards
 9 of integrity in dealing with the
 10 public and continue to offer the same
 11 high quality jewelry products and
 12 jewelry service as International has
 13 offered heretofore, to the extent
 14 International can do so and yet
 15 continue to meet the prices of its
 16 competition.
 17 Q. Have you continued to do
 18 so?
 19 A. Absolutely.
 20 Q. Do you agree that, under
 21 the agreement, there was a joint
 22 intent to take reasonable measures to
 23 protect the Mark and to maintain its
 24 enforceability?

13 (Pages 46 to 49)

ESQUIRE DEPOSITION SERVICES

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MARK MAURER

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1 MR. QUINN: Objection.

2 The agreement speaks for itself.

3 MR. MICHAEL F. PETOCK: His
4 understanding.

5 MR. QUINN: Pardon me?

6 MR. MICHAEL F. PETOCK: He
7 is asking his understanding of it.

8 MR. MICHAEL C. PETOCK:
9 Section 3.7, if you would like to
10 look at.

11 MR. QUINN: Well, if you
12 would like to phrase the question
13 that way, then I will not object
14 to it, but I don't think it was
15 phrased that way.

16 THE WITNESS: Okay. I have
17 read it.

18 BY MR. MICHAEL C. PETOCK:

19 Q. Okay. Do you agree
20 that -- is it your understanding that,
21 under the agreement, there was a joint
22 intent to take reasonable measures to
23 protect the Mark and to maintain its
24 enforceability?

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1 A. Yes.

2 Q. And with respect to
3 section 3.8, is it your understanding
4 that, under the agreement,
5 International was not to do anything
6 that would be considered a breach of
7 the agreement?

8 A. That's correct.

9 Q. And, in all respects, do
10 you operate your present jewelry store
11 in accordance with this agreement?

12 A. I do.

13 Q. Okay. I'm going to ask
14 you about section 3.8 again.

15 A. Okay.

16 Q. And is it your
17 understanding, with respect to that
18 section, that neither party, neither
19 you nor Thomas Van Scoy, Sr. shall do,
20 indirectly or through any third party,
21 anything which, if done directly,
22 would amount to a breach of the
23 agreement?

24 A. That's correct.

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1 Q. Okay. And you testified
2 that -- well, you testified to what
3 you testified to.

4 You testified earlier
5 that you owned stores in Lancaster,
6 York, Harrisburg, Allentown,
7 Phillipsburg, Norfolk, Virginia and
8 Hampton, Virginia; is that correct?

9 A. That's correct.

10 Q. And is that all the
11 stores that you have owned?

12 A. That I have owned, yes.

13 Q. Were they all -- at one
14 time all of them operated under the
15 name Van Scoy Diamond Mine?

16 A. That's correct.

17 Q. Okay. And you advertised
18 in connection with each one of these
19 stores?

20 A. That's correct.

21 Q. And for each store that I
22 just listed, you only advertised in
23 the geographic market in which the
24 store was located; is that correct?

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1 A. That's correct.

2 Q. Was each one of the
3 geographic markets for those stores a
4 separate geographic market than the
5 Wilmington, Delaware --

6 A. Oh, yes.

7 Q. -- market?

8 A. Yes.

9 Q. And was each one of those
10 stores -- the geographic market for
11 each one of those stores a separate
12 market than the Wilkes-Barre store?

13 A. That is correct.

14 Q. The Wilkes-Barre market?

15 A. Yes, that's correct.

16 Q. Okay. For each one of
17 those stores, was the geographic
18 market different than the Erie,
19 Pennsylvania market?

20 A. That is correct, yes.

21 Q. And for each one of those
22 stores, was the geographic market
23 different than the Greensboro, North
24 Carolina market?

14 (Pages 50 to 53)

ESQUIRE DEPOSITION SERVICES

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MARK MAURER

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1 A. That is correct.
 2 Q. Could you describe your
 3 relationship with Kurt Van Scoy?
 4 A. I don't really have one.
 5 Q. When was the first time
 6 you met Kurt Van Scoy?
 7 A. I don't know. He was
 8 real little as a kid. He was a little
 9 kid.
 10 Q. And did you see him at
 11 all during the 1980s, to your
 12 recollection?
 13 A. Today is the first time
 14 I've seen Kurt Van Scoy since he lived
 15 at home in Wilkes-Barre. I have no
 16 idea how long that is. I first met
 17 Kurt 25 years ago or whatever it is.
 18 Q. When was the last time
 19 you spoke with Kurt Van Scoy before
 20 today?
 21 A. I called him to wish him
 22 condolences on the death of his
 23 father.
 24 Q. And, before that, when

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1 was the last time you talked to him?
 2 A. I couldn't tell you when
 3 it was.
 4 Q. Did Kurt call you in,
 5 approximately, this past winter at
 6 some point, besides the time that you
 7 called him? Did you speak with him
 8 over the telephone?
 9 A. I don't really know
 10 that -- I mean, I speak to his
 11 brother.
 12 Q. Which brother?
 13 A. Tommy Junior, just as
 14 friends. I can't really recall. I
 15 mean, I have no relationship with
 16 Kurt. He has never been to my store.
 17 I have never been to his. I was
 18 shocked to find out he was almost 40
 19 today. I mean, I just don't have a
 20 relationship with these people.
 21 Q. All right. How did you
 22 find out that Kurt was being sued?
 23 A. Through Tommy Junior.
 24 Q. Do you recall Kurt

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1 calling you to talk about the fact
 2 that he was involved in litigation?
 3 A. No, I don't.
 4 Q. What did Tommy Junior
 5 tell you about the litigation?
 6 A. Said that Wayne is suing
 7 Kurt for use of the name.
 8 Q. Did he tell you anything
 9 else about it?
 10 A. I don't think he knew,
 11 other than he's annoyed about it. I
 12 don't really think he knew much else.
 13 Q. How did he express the
 14 fact that he was annoyed about it to
 15 you?
 16 A. Oh, by tone of voice.
 17 Sad that a brother is fighting a
 18 brother, that kind of thing.
 19 Q. Are you aware of anyone
 20 using the name Van Scoy Diamond Mine?
 21 A. Am I aware of it?
 22 Q. Yes.
 23 A. Yes. Sure.
 24 Q. Who is everyone that you

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1 are aware of using the name Van Scoy
 2 Diamond Mine or aware of the stores?
 3 A. Kurt Van Scoy, Wayne Van
 4 Scoy, Bob Cooke, and Lou Hill.
 5 Q. Lou Hill is not using the
 6 name Van Scoy Diamond Mine; is that
 7 correct?
 8 A. He's using Van Scoy
 9 Jewelers, I think.
 10 Q. And also Bob Cooke isn't
 11 using the name Van Scoy Diamond Mine;
 12 is that correct?
 13 A. I did not know that.
 14 Q. Did you give Kurt Charlie
 15 Quinn's name?
 16 A. No, I did not.
 17 Q. Have you been represented
 18 by Charlie Quinn in the past?
 19 A. Yes, I have.
 20 Q. When was that?
 21 A. Back when this agreement
 22 was written.
 23 Q. Did Charlie Quinn draft
 24 that agreement?

15 (Pages 54 to 57)

ESQUIRE DEPOSITION SERVICES

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MARK MAURER

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1 A. Yes, he did.
 2 Q. Do you know if he also
 3 drafted the agreement for Lou Hill
 4 with respect to --
 5 A. I don't know.
 6 Q. Did you sign an
 7 engagement letter with Mr. Quinn?
 8 A. What's that?
 9 Q. Any sort of letter
 10 explaining his fees and his scope of
 11 representation of you and that type of
 12 thing?
 13 A. I don't really know. I
 14 mean, I have known Charlie for a long
 15 time. I really don't know.
 16 Q. Do you know who is paying
 17 for his representation of you here
 18 today?
 19 A. I believe that Kurt Van
 20 Scoy is, and that's only because I
 21 asked Charlie. I asked Charlie when I
 22 got my \$79 check. Sorry. It just
 23 didn't cover the gas and the
 24 aggravation today.

1 A. I have not.
 2 Michael, if I may just
 3 make a statement here. I want to stay
 4 as far away from this as possible.
 5 I'm here because I have been
 6 subpoenaed to be here, give truth --
 7 truthful testimony. I have no sides
 8 in this issue and I don't want to have
 9 sides, and I don't want to be involved
 10 in it in any way.
 11 Q. I understand that
 12 completely.
 13 A. Okay. Okay.
 14 Q. That's perfectly fine and
 15 we thoroughly understand that, and we
 16 don't mean to be --
 17 A. No, I understand you have
 18 to ask your questions.
 19 Q. -- adversarial or
 20 anything. We are just trying to get
 21 the facts out.
 22 A. I understand.
 23 Q. I understand. I do
 24 apologize for the fact that you had to

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Page 61

1 Q. Have you reviewed any
 2 affidavits recently?
 3 A. I have not.
 4 MR. MICHAEL F. PETOCK: I
 5 want to say that Mr. Quinn put a
 6 statement on the record earlier
 7 about his representation of
 8 Mr. Maurer, but I just want to
 9 also put on the record that we
 10 continue our objection that it's a
 11 conflict of interest for him to
 12 represent Mr. Maurer and the
 13 defendants at the same time.
 14 MR. QUINN: My statement
 15 stands.
 16 MR. MICHAEL F. PETOCK: I
 17 understand that.
 18 BY MR. MICHAEL C. PETOCK:
 19 Q. Have you spoken with any
 20 of the other attorneys for the
 21 defendants?
 22 A. I have not.
 23 Q. Have you been asked to be
 24 a witness at trial?

1 be here today.
 2 A. No apology necessary.
 3 Seriously, I do understand. I have
 4 one Van Scoy that I talk to, and
 5 that's Tommy Junior. We have been
 6 friends for years and we just chat
 7 every once in a while on the phone and
 8 basically about things that guy
 9 friends would talk about. That's it.
 10 Q. Okay. That's fine.
 11 Well, with that said, we will try to
 12 get you out of here as soon as
 13 possible --
 14 A. Okay.
 15 Q. -- and back on your way.
 16 A. Okay.
 17 Q. But, in the meantime, we
 18 are going to take a little bit of a
 19 break. Just a few minutes. Okay?
 20 A. Okay.
 21 - - -
 22 (Whereupon, a short recess
 23 occurred.)
 24 - - -

16 (Pages 58 to 61)

ESQUIRE DEPOSITION SERVICES

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MARK MAURER

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<p>1 BY MR. MICHAEL C. PETOCK:</p> <p>2 Q. Just a couple more</p> <p>3 questions and then we'll be all</p> <p>4 finished.</p> <p>5 A. Okay.</p> <p>6 Q. For the stores you own,</p> <p>7 Lancaster, York, Harrisburg,</p> <p>8 Allentown, Phillipsburg, Norfolk,</p> <p>9 Virginia, Hampton, Virginia, could you</p> <p>10 tell me which year each one of those</p> <p>11 closed?</p> <p>12 A. Closed?</p> <p>13 Q. You stopped operating a</p> <p>14 store in those locations?</p> <p>15 A. Hampton, Virginia was --</p> <p>16 this was an approximate. It was the</p> <p>17 year of the Gulf War. That would --</p> <p>18 Q. Would it be helpful for</p> <p>19 to you look at --</p> <p>20 A. Yes, of course.</p> <p>21 Q. -- page 13 of the</p> <p>22 agreement?</p> <p>23 A. Now I know what you're</p> <p>24 saying. Of course.</p>	<p>1 about the Mark Van Scoy Diamond Mine,</p> <p>2 you agree?</p> <p>3 A. Yes.</p> <p>4 Q. Yes?</p> <p>5 MR. MICHAEL C. PETOCK:</p> <p>6 Okay. No further questions.</p> <p>7 Okay.</p> <p>8 MR. QUINN: No questions.</p> <p>9 (Witness excused.)</p> <p>10 - - -</p> <p>11 (Deposition concluded at</p> <p>12 approximately 3:04 p.m.)</p> <p>13 - - -</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
Page 63	Page 65
<p>1 I was going to say '89.</p> <p>2 Okay. Hampton, Virginia closed in</p> <p>3 1990. Norfolk closed in 1991. York,</p> <p>4 Pennsylvania I would say -- I'm going</p> <p>5 to make an educated guess as 1993.</p> <p>6 Phillipsburg, New Jersey, I'm going to</p> <p>7 say 1998. And the South Mall in</p> <p>8 Allentown I will say the year 2000.</p> <p>9 Q. Is the South Mall</p> <p>10 indicated on that sheet by SABE?</p> <p>11 A. Yes, that's correct.</p> <p>12 Q. Would you look at section</p> <p>13 14.2 of the agreement.</p> <p>14 A. Okay.</p> <p>15 Q. Do you agree that the</p> <p>16 Mark Van Scoy Diamond Mine is unique?</p> <p>17 A. 14.2?</p> <p>18 Q. Yes.</p> <p>19 A. Okay. So, I agree or do</p> <p>20 I agree that it's unique? Is that</p> <p>21 your question?</p> <p>22 Q. Yes.</p> <p>23 A. Yes.</p> <p>24 Q. Okay. We are talking</p>	<p>1</p> <p>2</p> <p>3 CERTIFICATE</p> <p>4</p> <p>5</p> <p>6 I HEREBY CERTIFY that the</p> <p>7 witness was duly sworn by me and</p> <p>8 that the deposition is a true</p> <p>9 record of the testimony given by</p> <p>10 the witness.</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15 Sherry L. Stills,</p> <p>16 Court Reporter</p> <p>17 Notary Public</p> <p>18 Dated: 10/10/05</p> <p>19</p> <p>20</p> <p>21 (The foregoing</p> <p>22 certification of this transcript</p> <p>23 does not apply to any reproduction</p> <p>24 of the same by any means, unless</p> <p>under the direct control and/or</p> <p>supervision of the certifying</p> <p>reporter.)</p>

17 (Pages 62 to 65)

ESQUIRE DEPOSITION SERVICES

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INSTRUCTIONS TO WITNESS

Please read your deposition over carefully and make any necessary corrections. You should state the reason in the appropriate space on the errata sheet for any corrections that are made.

After doing so, please sign the errata sheet and date it.

You are signing same subject to the changes you have noted on the errata sheet, which will be attached to your deposition.

It is imperative that you return the original errata sheet to the deposing attorney within thirty (30) days of receipt of the deposition transcript by you. If you fail to do so, the deposition transcript may be deemed to be accurate and may be used in court.

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ERRATA

PAGE LINE CHANGE

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ACKNOWLEDGMENT OF DEPONENT

I, _____, do hereby certify that I have read the foregoing pages, 1 - 64, and that the same is a correct transcription of the answers given by me to the questions therein propounded, except for the corrections or changes in form or substance, if any, noted in the attached Errata Sheet.

MARK MAURER DATE

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires: _____

Notary Public

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LAWYER'S NOTES

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18 (Pages 66 to 69)

ESQUIRE DEPOSITION SERVICES

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EXHIBIT S

REDACTED

EXHIBIT T

Van Scoy

Diamond Mine®

Registration and Certification

This is to certify that the Diamond(s) purchased by

has been precision-cut by master craftsmen and has been rigidly inspected, is finely cut and carefully selected for excellent proportions and exquisite brilliance, and accepted as meeting our strict standards.

Diamond Shape _____ Precious Metal _____
Registration No. _____ Date of Purchase _____

Lifetime Trade-in Warranty

This diamond solitaire will be accepted for trade-in on a diamond of twice the size at the store where originally purchased.

The trade-in allowance will be equal to the price that we are selling any diamond in stock of the same size and quality on that day.

Lifetime Mounting Warranty

The mounting for this diamond is warranted against any and all original defects of material and workmanship for the life thereof, wear and deterioration excepted.

VALUE ASSURANCE

This Van Scoy diamond is **WARRANTED** to be Better Quality than any other store's diamond of the same size and at the price that you paid, when compared, side by side, under a microscope, regardless of whatever grading that other store assigns to their diamond.

Loss of Diamond From Mounting

Should the diamond described herein come loose from the mounting within one year from the date of purchase due to original defect in materials and workmanship, The Van Scoy Store where purchased will replace said diamond provided the mounting is returned for inspection to ascertain that the diamond did, in fact, become lost due to original defect in material or workmanship on said mounting.

Even though diamond is the hardest substance known to man ALL diamond jewelry should be treated with care since they can be chipped or scratched by other diamonds.

To be sure that your diamond is safe from loss and damage, return it to Van Scoy Diamond Mine for cleaning and inspection for damaged prongs, etc., at least every 3 months or **AS OFTEN AS YOU WISH, AT NO CHARGE.**

VAN SCOY DIAMOND MINE®
154 Mundy St., Wilkes-Barre, PA 18702
570-826-0765

EXHIBIT T

01670

EXHIBIT U

D000750

DEPOSITION
EXHIBITDEPOSITION
EXHIBIT
PX-31

ECAD 800-631-6989

Van Scoy Diamond Mine



Registration and Certification

This is to certify that the Diamond(s) purchased by

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Diamond Shape _____ Precious Metal _____

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Lifetime Mounting Warranty

The mounting for this diamond is warranted against any and all original defects of material and workmanship.

VAN SCOY DIAMOND MINE

Address 1117 Churchmans Place

Manager _____

VALUE ASSURANCE

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Even though diamond is the hardest substance known to man ALL diamond jewelry should be treated with care since they can be chipped or scratched by other diamonds.

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VAN SCOY DIAMOND MINE

EXHIBIT U